



TOWN COUNCIL – AGENDA REQUEST FORM

THIS FORM WILL BECOME PART OF THE BACKGROUND INFORMATION USED BY THE COUNCIL AND PUBLIC

Please submit Agenda Request Form, **including back up information**, 8 days prior to the requested meeting date. **Public Hearing requests must be submitted 20 days prior to requested meeting date to meet publication deadlines** (exceptions may be authorized by the Town Manager, Chairman/Vice Chair).

MEETING INFORMATION

Date Submitted: July 8, 2016

Date of Meeting: July 21, 2016

Submitted by: Town Council Chairman Nancy Harrington

Department:

Time Required: 15 minutes

Speakers:

Background Info. Supplied: Yes: ☒ No: ☐

CATEGORY OF BUSINESS (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Appointment: ☐

Recognition/Resignation/
Retirement: ☐

Public Hearing: ☐

Old Business: ☐

New Business: ☒

Consent Agenda: ☐

Nonpublic: ☐

Other: ☐

TITLE OF ITEM

Merrimack Youth Association Agreement

DESCRIPTION OF ITEM

The Town Council to discuss and consider the renewal and approval of a three year contract with the Merrimack Youth Association.

REFERENCE (IF KNOWN)

RSA: Warrant Article:

Charter Article: Town Meeting:

Other: N/A

EQUIPMENT REQUIRED (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Projector: ☐ Grant Requirements: ☐

Easel: ☐ Joint Meeting: ☐

Special Seating: ☐ Other: ☐

Laptop: ☐ None: ☐

CONTACT INFORMATION

Name: Nancy Harrington Address: 6 Baboosic Lake Road

Phone Number: _____ Email Address: nharrington@merrimacknh.gov

APPROVAL

Town Manager: Yes ☒ No: ☐ Chair/Vice Chair: Yes ☒ No: ☐

Agreement Between the Town of Merrimack
and the Merrimack Youth Association

This Agreement entered into this day of 2013, between the Town of Merrimack, a municipal corporation of the State of New Hampshire with a mailing address of 6 Baboosic Lake Road, Merrimack, New Hampshire 03054 ("Town") and the Merrimack Youth Association, Inc., a not-for-profit corporation organized in accordance with the laws of the State of New Hampshire with a mailing address of PO Box 153, Merrimack, New Hampshire 03054 ("MYA").

Whereas, the Town is desirous of making certain recreational programs available to the youth of Merrimack; and whereas, the MYA proposes to provide and supervise such programs;

Now, therefore, it is mutually agreed as follows.

1. That this Agreement shall be effective for the three-year period beginning on July 1, ~~2013-2016~~ and ending on June 30, ~~2016-2019~~("Term").
2. That, for the Term of this Agreement, the MYA shall provide the following annual recreational programs for Merrimack youth residents (residing in Merrimack) and any other recreational programs which generate a significant amount of interest on the part of Merrimack youth residents and which the MYA is capable of providing: baseball, football, cheerleading, soccer, basketball, lacrosse, softball and wrestling.("Programs").
3. That the MYA shall provide full and adequate supervision of the Programs and all equipment needed to operate the Programs.
4. That in consideration of the provision by the MYA of the Programs and associated supervision and equipment, the Town shall annually pay to the MYA, contingent upon Annual Meeting approval, the related amount specifically provided in the Town's operating budget for this purpose. Said annual amount shall be payable in ~~four~~twelve installments on the first Friday of each calendar ~~quartermonth~~, and the amount of each installment shall be determined by mutual agreement at least seven calendar days prior to the due date.
5. That the MYA shall allocate the aforesaid payments for direct program support, i.e., uniforms, equipment, officials to best meet the participation interest levels associated with the Programs.
6. That, without the express written consent of the Town to the contrary, the MYA shall be staffed solely by volunteers so that no MYA resources are used to pay wages or any other form of remuneration to any officer, program director, coach, or member of the MYA, except those serving as game officials.
7. The MYA shall not obligate the Town for any debt or expense nor hold itself out to the public as having the ability or authority to do so.

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8. That, without the express written consent of the Town, the MYA shall make no material alteration or improvement to any Town property made available for MYA use. The MYA shall not add any additional advertising signage in any park other than what existed April 8, 2010 (see attached photos) and one additional sign to be placed on the backstop of Veteran's Park (see attached) without the express written consent of the Town Council.
9. That the Town shall be responsible for the cost of any utilities, refuse disposal services and portable toilets which are determined by mutual agreement to be necessary at Town-owned recreational facilities used by the MYA.
10. That, in accordance with Article 6-1, C, the MYA shall annually recommend to the Town Council, a representative to serve on the Town's Parks and Recreation Committee.
11. That the Town, in accordance with Article 142, as amended, of the Town's Administrative Code, has final authority over the use of all Town-owned recreational facilities, including but not limited to the Youth Center, the Bise Fieldhouse, and all athletic fields; and that a MYA representative shall coordinate with the Town Manager or his/her designee for any use of said facilities that is required in conjunction with the Programs.
12. That the Town Manager or his/her designee has final authority over the maintenance of all Town-owned recreational facilities, including but not limited to the Youth Center, the Bise Fieldhouse, and all athletic fields; and that the MYA's representative shall meet monthly with the Town Manager or his/her designee to coordinate any maintenance of said facilities that is required in conjunction with the Programs, whether or not resources of the MYA will fully or partially finance such maintenance. Financial responsibility for such maintenance will be determined by mutual agreement.
13. The MYA will be responsible for the following maintenance tasks as outlined below. Materials for normal field preparation shall be provided by the Town, as well as field preparation equipment, equipment maintenance and appropriate storage for the equipment. The Town of Merrimack will groom each baseball and softball infield with the same frequency that each field is mowed. The scheduling of the grooming will be done at the sole discretion of the Town of Merrimack. If severe weather occurs, the Town is committed to providing additional grooming assistance to restore playing fields to their pre-storm condition subject to available resources.

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TASK	PARKS MAINTENANCE	MYA/Adult Athletics
Line Striping	Initial layout and application for each season	All striping after initial layout, including initial layout should lines not be maintained
Striping Materials purchasing responsibility	Initial applications by Parks Maintenance only. Purchase of striping materials	Materials to be purchased by the Town
Infield Grooming	Initial leveling, de-vegetizing, and as needed major regrading/repair	Minor raking and mat dragging before games/tournaments
Goal placement	Initial placement per User field use plan	In field relocation and relocating at other fields differing from User field use plan

14. That all permitted use of Town-owned recreational facilities by the MYA shall be in strict adherence to applicable provisions of Article 142 of the Town's Administrative Code, as amended.
15. That the MYA, at its own expense, shall provide: broad liability coverage in the amount of \$1,000,000 to protect the Town, MYA and its officers, coaches, agents, and volunteers against any claims for money damages resulting from the operation of the Programs and the related and permitted use of properties owned by the Town and others; and property coverage in a sufficient amount to protect against the loss of, or damage to, any MYA equipment and supplies that are stored in Town facilities.
16. That the MYA, at its own expense, shall provide injury/accident insurance in the amount of \$5,000 for each participant in the Programs.
17. That the MYA shall adopt and apply the internal control procedures attached and provide by each October 31st, beginning with the fiscal year ended June 30, 2013 audited financial statements, prepared on a modified-accrual basis by a certified public accountant chosen by the Town Manager including, but not limited to: a balance sheet as of the preceding June 30; a statement of revenues, expenditures, and changes in equity for the year ended in the preceding June 30; a statement of estimated revenues and expenditures for the current fiscal year (July 1 through June 30); a schedule of revenues and expenditures by Program for the same period, and a detailed report on the status of all internal control procedures and any recommended modifications thereto, to be conducted initially for the period of July 1, 2013 through December 31, 2013 and annually at the time of audit thereafter. Notwithstanding, the Merrimack Town Council shall have the right to require that a forensic audit be conducted at the MYA's sole expense if there are reasonable grounds to suspect irregularities in financial management, controls, balances or oversight as determined by the independent auditor. At least once every five years the MYA shall change auditors. Beginning with the June 30,

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2013 audit, the Town Manager shall choose an independent audit firm that has not been associated with the MYA in the past. All Audits are to be paid for by the MYA at their sole expense.

18. That the MYA shall provide by each October 15th, the following final budget information: a proposed MYA operating budget by Program for the succeeding fiscal year that includes a schedule of the estimated revenues to be received from donations, fund-raising activities, concession sales, contractual payments by the Town, and other sources; and schedules of proposed capital improvements and proposed increases in programs, facilities, fields, or Paragraph 9 costs, which could materially impact the anticipated payment from the Town.
19. That the MYA shall provide by each October 15th, an accurate number of children participating in MYA activities. Each child shall be counted once. (A child participating in more than one sport shall only be counted once, not one for each sport they participate in.)
20. That, within thirty calendar days of a request by the Town, the MYA shall make available for review any available records that may relate to this Agreement.
21. That this Agreement shall be deemed to be made, and shall be interpreted and construed, in accordance with the laws of the State of New Hampshire. This Agreement shall be binding upon each of the parties, their successors, and permitted assigns. Any disputes that may arise relative to the terms and provisions of this Agreement shall be submitted to the American Arbitration Association for resolution, and related hearings shall be bound by the rules of the American Arbitration Association.
22. That notwithstanding any of the provisions hereof, the parties hereinafter may mutually agree to written modifications of this Agreement.
23. That this Agreement may not be assigned without the express written consent of the Town.
24. That the waiver by the Town of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.
25. That each term of this Agreement is material, and any breach by either party of any one of the terms herein shall be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement.
26. That, if, in the judgment of the Town, the MYA's manner of operation or the quality of its services does not meet the requirements of this Agreement or in the event that the MYA shall otherwise violate, or shall fail to perform in accordance

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with, the terms and provisions of this Agreement, the Town shall submit to the MYA a written notice of such unsatisfactory performance or default. If the MYA fails or refuses to remedy said unsatisfactory performance or default within thirty calendar days after receipt of the Town's notice, the Town may declare this Agreement to be immediately terminated. The decision of the Town relative to such matters shall be final.

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TOWN OF MERRIMACK:

Town Manager

Witness

MERRIMACK YOUTH ASSOCIATION:

President

Witness

Vice President

Witness

Treasurer

Witness

Secretary

Witness

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Bise Left Center



Bise Right Center

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Bise Left Field



Bise Right Field

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Batting Cage

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ConvenientMD

URGENT CARE

**JUST
WALK IN!**

No appointment needed

- ✓ **Quality Care**
- ✓ **Convenient**
- ✓ **Affordable**



Veterans Park

Merrimack Youth Association
Internal Control
May 29, 2013

Cash Receipts Procedures:

- Items received by U.S. mail to be opened only by executive board President or Secretary. A log book should be kept. The log should include the following information: date, payor, and receipt number, type of receipt, amount and indication if the payment was by cash or check.
- The applicable program director will be notified the funds have arrived. The received mail will then be placed in the appropriate program's mail slot to be picked up by the program director.
- Deposits to the bank:
 - Program director will photocopy checks received.
 - Deposits made to the bank within 5 days of receipt.
 - Staple deposit slip to copies of checks/other deposit documentation.
 - Copy of the deposit slip should be given to the program treasurer.
- Bank reconciliation
 - Monthly the program treasurer will reconcile the bank statement.
 - Both the program director and the program treasurer will sign the reconciliation.
 - A copy of the statement will be given to the Executive Treasurer of the MYA.
 - The MYA Executive treasurer will review the receipt log book to make sure deposits are being completed within the specified time.
 - MYA Executive treasurer will submit a signed copy of the bank reconciliation to the President and Secretary which would a reconciliation of the log book to the deposits
- Concession stands
 - Recommend programmable cash register be utilized for concession stands.
 - Minimum 2 people at concession stand.
 - Double check cash count.
 - Once cash is reconciled \$50 will be left in cash register to make change for the next day. All monies over \$50 will be placed in an envelope along with the register "Z out tape" and sealed. Both parties will sign on the sealed portion with the Total deposit amount on the front of the envelope
 - The envelope will be left in the safe. Only the program director and Executive treasure will have the combination to the safe.
 - At least once a week the program director will open the safe and make a deposit.
 - A copy of the deposit will be given to the program treasurer

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- Registration payments – master list to be maintained by each program to list every participant and the associated charges along with the date and amount of participants' payment.
- Sponsorships- master list to be maintained by each program to list every sponsor and the associated sponsorship amounts owed and amounts paid.
- Donations of check/cash- master list to be maintained by each program to list every donor and the associated donation amount.

Cash Disbursement Procedures:

- Items received by U.S. mail opened only by executive board President or Secretary same as cash receipts procedure.
- Programs are required to receive multiple quotes for all equipment purchases.

Price Quotations:

1. PURCHASES BETWEEN \$1,001 AND \$3,500: For purchases between \$1,001 and \$3,500, the Program Director will be required to obtain a minimum of three (3) electronic, written, or verbal estimates for consideration. In the event less than three (3) estimates are available; evidence of an attempt to obtain them must be attached to the purchase order.
2. PURCHASES BETWEEN \$3,501 AND \$10,000: For purchases between \$3,501 and \$10,000, the Program Director will be required to obtain a minimum of three (3) written or electronic estimates for consideration. In the event less than three (3) estimates are available; evidence of an attempt to obtain them must be attached to the purchase order.
3. PURCHASES ABOVE \$10,000: Purchases having an estimated cost in excess of \$10,000 shall require sealed bids.
4. MULTIPLE UNIT PURCHASES LESS THAN ONE PURCHASE ORDER: For instances where multiple units of the same equipment or item are to be acquired, a purchase order must be obtained if the total cost of the combined units is in excess of \$1,000. Under no circumstances may multiple individual purchases in succession for the same item be permitted.

Notwithstanding other grant restrictions or statutory requirements that supersede the competitive bidding requirements the MYA President may award the bid contract to a

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vendor having his/her principal place of business in the Town of Merrimack subject to the following conditions:

1. Only a town-based business shall qualify for this preference. The term "town-based business" shall mean a business that has its principal business operations within the Town of Merrimack's boundaries. The vendor shall provide adequate proof substantiating a bona fide principal place of business in Merrimack. Such evidence may include ownership papers, lease agreement or proof of payment of local personal property taxes.
 2. Any qualified local vendor shall be required to submit a signed Local Bidder Affidavit form with the sealed bid. Failure to submit an affidavit form, approved by the Town of Merrimack, may result in the local bidder's disqualification and ineligibility for a contract award.
 3. Programs may purchase from a long time vendor when that vendor is not the lowest price. However a written justification must be sent to the MYA executive board asking for a waiver of the before mentioned purchasing requirements,
- Additionally, comparing the pricing for inventory and concession stand stock is a worthwhile venture if for no other reason than to establish a secondary supply source for comparative purposes.
 - Program treasurers to prepare checks for payment of bills. Check should be accompanied by approved documentation (invoice, etc.).
 - Two signatures required on each check.
 - NO CASH PAYMENTS WILL BE MADE.
 - Programs must have officials (or other subcontractors) complete Form W-9 if payment for services is expected to exceed \$600 for the calendar year (for 1099 purposes).

Administrative Procedures:

- Authorized check signers will be determined by Executive Board. Program Treasurer Reports are prepared on a monthly basis, to be completed within 20 days of the close of the previous month.
- Reconciliation of bank accounts to be performed monthly by program treasurers in tandem with preparation of Treasurer Reports.
 - o Program Activities Report to show cash in and expense out by category.
- Only the Executive Board President and Treasurer will be authorized to initiate online bank transfers.
- Executive Board Treasurer disburses town funds when determined by the executive board. MYA President will verify disbursement amount before online transfer is made.

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- Internal reviews of financial controls for programs are performed semi-annually by the Executive Board or an audit committee. The Audit committee will be made up of at least one individual of each program and one executive board member.
- A financial software package will be maintained for combined accounting records.

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This Agreement entered into this 27th day of June 2013, between the Town of Merrimack, a municipal corporation of the State of New Hampshire with a mailing address of 6 Baboosic Lake Road, Merrimack, New Hampshire 03054 ("Town") and the Merrimack Youth Association, Inc., a not-for-profit corporation organized in accordance with the laws of the State of New Hampshire with a mailing address of PO Box 153, Merrimack, New Hampshire 03054 ("MYA").

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4. That in consideration of the provision by the MYA of the Programs and associated supervision and equipment, the Town shall annually pay to the MYA, contingent upon Annual Meeting approval, the related amount specifically provided in the Town's operating budget for this purpose. Said annual amount shall be payable in four installments on the first Friday of each calendar quarter, and the amount of each installment shall be determined by mutual agreement at least seven calendar days prior to the due date.
5. That the MYA shall allocate the aforesaid payments for direct program support, i.e., uniforms, equipment, officials to best meet the participation interest levels associated with the Programs.
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30, 2013 audit, the MYA shall choose an independent audit firm that has not been associated with the MYA in the past. Said Auditor shall be engaged on or before August 31, 2013. All Audits are to be paid for by the MYA at their sole expense.

18. That the MYA shall provide by each October 15th, the following final budget information: a proposed MYA operating budget by Program for the succeeding fiscal year that includes a schedule of the estimated revenues to be received from donations, fund-raising activities, concession sales, contractual payments by the Town, and other sources; and schedules of proposed capital improvements and proposed increases in programs, facilities, fields, or Paragraph 9 costs, which could materially impact the anticipated payment from the Town.
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24. That the waiver by the Town of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.
25. That each term of this Agreement is material, and any breach by either party of any one of the terms herein shall be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement.
26. That, if, in the judgment of the Town, the MYA's manner of operation or the quality of its services does not meet the requirements of this Agreement or in the event that the MYA shall otherwise violate, or shall fail to perform in accordance

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TOWN OF MERRIMACK:




Town Manager



Witness


MERRIMACK YOUTH ASSOCIATION:




President



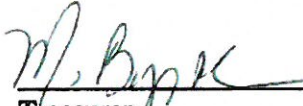
Witness



Vice President



Witness




Treasurer



Witness



Secretary



Witness

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Bise Left Center



Bise Right Center

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and the Merrimack Youth Association**



Bise Left Field



Bise Right Field

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Batting Cage